

REMARKS

The Detailed Action contends that the newly cited reference Dudle et al. U.S. Patent No. 5,570,291 anticipates Claims 21 and 22.

Applicant respectfully submits that the rejection's reliance on the reference is in error because: 1) the rejection mistakes the purchaser for the supplier and vice versa, and 2) it fails to address certain subject matter recited in Claims 21 and 22.

1) The rejection mistakes the purchaser for the supplier and vice versa:

It is respectfully submitted that one of ordinary skill reading the reference would understand that the "system and method" described therein is that of the supplier, not the purchaser. In that regard, the third full paragraph of Detailed Action, Section 2, on Page 2 is incorrect. Consequently, the following paragraph bridging Pages 2 and 3 is also incorrect.

As Applicant stated in a prior paper, one sub-paragraph of Claim 21 recites:

"the purchaser [not the supplier] the utilizes the interactive computer system to process inputs from those staffs and data from purchaser's data sources and to develop from those inputs and data, additional data that defines a design for the product, a process for manufacturing the product, shipment from the supplier to the purchaser's point-of-use, and a cost that the purchaser expects the supplier to have incurred in manufacturing the product and having the product delivered to the purchaser's point-of-use;"

For this reason alone, Dudle et al. do not anticipate Claims 21 and 22.

The Examiner is respectfully referred to Applicant's original disclosure that explains the underlying motivations for the present invention, motivations that apply only to a purchaser who develops the data quoted above in a step of the inventive method, not to a supplier who is simply quoting prices, as the rejection mistakenly relies on.

Additionally, the second full paragraph of Detailed Action, Section 2, on Page 2, and the second full paragraph on the following Page 3 are incorrect when they refer to negotiating toward a mutually agreeable price. This is because Dudle et al. fail to disclose any negotiating or negotiations between purchaser and supplier. The words "negotiate" and "negotiation" are not found in Dudle et al.

A third reason for non-anticipation applies to Claim 22 which recites:

"..the supplier utilizes the transmitted additional data to create a counterproposal to the purchaser containing one or more modifications of the transmitted data based on the data from the supplier's own data sources; the supplier transmits the counterproposal to the purchaser; and the counterproposal is utilized by the purchaser and supplier to negotiate toward a mutually agreeable price at which the supplier will sell the product to the purchaser and the purchaser will buy the product from the supplier."

The assertion contained in the third full paragraph on Page 3 of the Detailed Action is mistaken when it refers to the reference teaching the subject matter of Claim 22. The specific citations given in that paragraph contain no reference to any counterproposal. The citation to Col. 14, lines 9-46, of Dudle et al. would be understood by one of ordinary skill to refer to pre-existing concessions for a particular customer that are used to generate pricing for new non-contract items. Because such concessions are pre-existing, they are incorporated into an original proposal by the supplier, not by the purchaser, and there is no teaching of any subsequent counterproposal being generated.

2) The rejection fails to address certain subject matter recited in Claims 21 and 22.

A prior paper commented on the significance of "cost" as used in the present Claims.

In accordance with motivations for the present invention as discussed in the original disclosure, "cost" is "cost that the purchaser expects the supplier to have incurred in manufacturing the product and having the product delivered to the purchaser's point-of-use." That is not how the word "cost" would be understood by one of ordinary skill from reading Col. 10, line 51, through Col. 11, line 45, of Dudle et al.

The reference simply lacks any disclosure of a cost as defined in the present Claims.

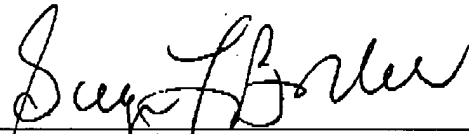
Moreover, it is submitted that one of ordinary skill would expect that the supplier described in the reference would want to keep its "cost" information to itself, rather than divulging it to its purchaser.

The rejection is submitted to be in error for this reason as well.

Conclusion

For reasons presented, it is submitted that the rejection has been shown to be in error. Favorable reconsideration and allowance are respectfully requested.

Respectfully submitted,



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